SOLICITATIO	N/CONTRACT OR TO COMPLE	-	-		_	1. REQU W81G28		N NUMBER -NR21				PAGE 1 (	)F	42
2. CONTRACT NO.	SK TO COM EL	3. AWARD/EFFE	<del> </del>		NUMBER			5. SOLICITA W9124E-				s solicitat 15-Dec-20		JE DATE
7. FOR SOLICITATION INFORMATION CAL		a. NAME RONALD YO	ODERS					b. TELEPHO		ER (No Collec	, I.	:. OFFER DU 02:30 PM		LOCAL TIME
	G AGENCY SOUTHE TORATE OF CONTR TREET	ERN REGION	9124E	10	1	RICTED	is 100%		11. DEL DESTIN BLOCK	IVERY FOR IATION UNLE IS MARKED E SCHEDUL	ESS	2. DISCOU	NT TER	MS
FORT POLK LA 714	59-0918							BUSINESS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)						
							13b. RATING							
TEL: FAX:					IC: 8299 IZE STANDA	ARD: 5 M			14. ME	THOD OF SC	X IFB		RFP	
15. DELIVER TO DCFA, EDUCATION DI ROGER SKLUZACEK 2038 9TH STREET FORT POLK LA 71459 TEL: 337-531-1537 FA		CODE W8	1G28	16	. ADMINISTI	ERED BY					COD	DE		
17a.CONTRACTOR	OFFEROR	CC	ODE	18	a. PAYMEN	T WILL BE	E MAD	DE BY			COE	DE		
TEL.		FACIL CODE	l l											
	IF REMITTANCE RESS IN OFFER	E IS DIFFERE	NT AND PUT	- 1	Bb. SUBMI ELOW IS (			_	RESS SI DDEND	HOWN IN I DUM	BLOCK 1	8a. UNLE	SS BL	OCK
19. ITEM NO.	20	). SCHEDULE	OF SUPPLIES	/ SER	VICES			21. QUAN	YTITY	22. UNIT	23. UN	IT PRICE	24. A	MOUNT
SEE SCHEDULE 25. ACCOUNTING AND APPROPRIATION DATA			<u>LE</u>							26. TOTA	L AWARD A	AMOUN'	Т	
X 27a. SOLICITAT	ION INCORPORATE									ADDEI		닏		TTACHED
FORTH OR OTH	FICE. CONTRACTO HERWISE IDENTIFIE AND CONDITIONS	OR AGREES TO F ED ABOVE AND ( SPECIFIED HER	FURNISH AND DEL ON ANY ADDITION. REIN.	IVER A	ALL ITEMS S EETS SUBJI	ECT	C (E S	OFFER DATI BLOCK 5), I BET FORTH	ED NCLUDIN HEREIN,	CT: REFERE . YC IG ANY ADD IS ACCEPTI IRE OF CONTI	OUR OFFER ITIONS OR ED AS TO I	ITEMS:	WHICH	H ARE
30b. NAME AND (TYPE OR PRINT)	TITLE OF SIGNE	≣R	30c. DATE SIG	NED	31b. NAM	E OF COI	NTRAC	CTING OFF		(TYPE OR E	PRINT)	'		
32a. QUANTITY  RECEIVED	INSPECTED A	ACCEPTED, AND	CONFORMS TO T	HE	33. SHIP I		FINAL	34. VOU	CHER NU	IMBER ;		JNT VER RECT FO		
32b. SIGNATURI REPRESENTATI		ED GOVT.	32c. DATE		36. PAY	СОМІ	PLETE			FINAL		K NUMB		
41a. I CERTIFY THIS	ACCOUNT IS COR	RECT AND PRO	PER FOR PAYMEN	NT	38. S/R A0	CCOUNT N	NUMB	ER 39	. S/R VOI	JCHER NUM	IBER	40. PAIC	BY	
41b. SIGNATURE		ı	41c. DATE		42a. RECE	EIVED BY	(Prin	nt)						
CERTIFYING OF	FICER				42b. RECE	EIVED AT	(Loca	ation)						
				42c. DATE	REC'D (	(YY/M	IM/DD)	42d. TO	TAL CONTAI	NERS				

# Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001	SUPPLIES/SERVICES  Testing FFP PURCHASE REQUEST N	QUANTITY 3,744 NUMBER: W81G2	UNIT Sessions 28-3249-NR21	UNIT PRICE	AMOUNT
				NET AMT	
FOB:	Destination				
ITEM NO 0002 OPTION	SUPPLIES/SERVICES TESTING SERVICES FFP 1ST OPTION YEAR PURCHASE REQUEST N	QUANTITY 3,744 NUMBER: W81G2	UNIT Sessions 28-3249-NR21	UNIT PRICE	AMOUNT
				NET AMT	
FOB:	Destination				
ITEM NO 0003 OPTION	SUPPLIES/SERVICES TESTING SERVICES FFP 2ND OPTION YEAR PURCHASE REQUEST N	QUANTITY 3,744 NUMBER: W81G2	UNIT Sessions 28-3249-NR21	UNIT PRICE	AMOUNT
				NET AMT	

FOB: Destination

ITEM NO 0004 OPTION	SUPPLIES/SERVICES TESTING SERVICES FFP 3RD OPTION YEAR PURCHASE REQUEST N	QUANTITY 3,744 NUMBER: W81G	UNIT Sessions 28-3249-NR21	UNIT PRICE	AMOUNT
				NET AMT	
FOB:	Destination				
ITEM NO 0005 OPTION	SUPPLIES/SERVICES TESTING SERVICES FFP 4TH OPTION YEAR PURCHASE REQUEST N	QUANTITY 3,744 NUMBER: W81G	UNIT Sessions 28-3249-NR21	UNIT PRICE	AMOUNT

NET AMT

FOB: Destination

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

#### **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2004 TO 31-DEC-2004	N/A	DCFA, EDUCATION DIV ROGER SKLUZACEK 2038 9TH STREET FORT POLK LA 71459 337-531-1537 FOB: Destination	W81G28
0002	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81G28
0003	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81G28
0004	POP 01-JAN-2007 TO 31-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81G28
0005	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81G28

## CLAUSES INCORPORATED BY REFERENCE

52.000-4001	Contract Period	FEB 1999
52.212-1	Instructions to OfferorsCommercial Items	OCT 2000
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2002

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4000 ALTERNATE DISPUTES RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act. (End of Provision)

#### 52.000-4004 HOURS OF OPERATION

Normal working hours are 8:00 A.M. to 4:30 P.M. Monday through Friday excluding Federal Holidays.

The following Federal Holidays are observed at Fort Polk, Louisiana:

January 1<sup>st</sup> 1<sup>st</sup> Monday of September 3<sup>rd</sup> Monday of January 3<sup>rd</sup> Monday of February November 11<sup>th</sup>

Last Monday of May
July 4<sup>th</sup>
4th Thursday of November
December 25<sup>th</sup>

And any other Congressional or Presidential imposed Federal Holiday

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

The Contractor shall obtain the Contracting Officer's approval 48 hours in advance of performing any work during hours other than the above hours. (End of Provision)

#### 52.000-4005 INVOICES AND PAYMENTS

a. The Contractor shall submit an original and 0 copies of invoices to

DFAS-ORLANDO DFAS-OR FPV BOX 934400, 2500 LEAHY AVE ORLANDO, FL 32893-4400

Invoices shall cite the contract number, delivery order number, if applicable, quantity, price and total amount of invoice.

b. Payment will be made by office cited above.

(End of Provision)

## 52.000-4011 REMOVAL OF CONTRACTOR PERSONNEL

The Government reserves the right to require removal of any Contractor personnel from the job site who endanger persons or property, or whose continued employment is inconsistent with the interest of military security. The Government also reserves the right to require the Contractor to remove from the job site, any employee found to be under the influence of alcohol, drugs or any other incapacitating agent or any employee involved in the theft of Government property. The removal from the job site of such personnel shall not relieve the Contractor of the requirement to provide personnel to perform services.

(End of Provision)

#### 52.000-4014 WAGE DETERMINATION

U.S. Department of Labor Wage Determination 19-2229, Revision No. 20, dated September 4, 2003 is incorporated into this solicitation and shall be applicable to any resultant contract.

```
WAGE DETERMINATION NO: 94-2229 REV (20) AREA: LA, ALEXANDRIA
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***

| WASHINGTON D.C. 20210
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William W.Gross Division of Revision No.: 1994-2229

Director Wage Determinations Date Of Last Revision: 09/04/2003

State: Louisiana

Area: Louisiana Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

**Fringe Benefits Required Follow the Occupational	Tigting**	
	MINIMUM WAGE	ם א חודי
01000 - Administrative Support and Clerical Occupations	MINIMOM WAGE	VAIL
01011 - Accounting Clerk I		0 47
		9.47
01012 - Accounting Clerk II		10.66
01013 - Accounting Clerk III		13.96
01014 - Accounting Clerk IV		15.19
01030 - Court Reporter		12.66
01050 - Dispatcher, Motor Vehicle		9.66
01060 - Document Preparation Clerk		9.27
01070 - Messenger (Courier)		7.43
01090 - Duplicating Machine Operator		9.27
01110 - Film/Tape Librarian		12.02
01115 - General Clerk I		8.40
01116 - General Clerk II		9.30
01117 - General Clerk III		10.23
01118 - General Clerk IV		12.93
01120 - Housing Referral Assistant		14.59
01131 - Key Entry Operator I		8.96
01132 - Key Entry Operator II		11.37
01191 - Order Clerk I		10.11
01192 - Order Clerk II		11.95
01261 - Personnel Assistant (Employment) I		9.19
01262 - Personnel Assistant (Employment) II		10.93
01263 - Personnel Assistant (Employment) III		12.24
01264 - Personnel Assistant (Employment) IV		15.15
01270 - Production Control Clerk		14.33
01290 - Rental Clerk		10.95
01300 - Scheduler, Maintenance		11.30
01311 - Secretary I		11.30
01312 - Secretary II		12.55
01313 - Secretary III		14.59
01314 - Secretary IV		16.21
01315 - Secretary V		17.65
01320 - Service Order Dispatcher		13.82
01341 - Stenographer I		9.47
01342 - Stenographer II		10.12
01400 - Supply Technician		15.19
01420 - Survey Worker (Interviewer)		12.21
01460 - Switchboard Operator-Receptionist		8.83
01510 - Test Examiner		12.55
01520 - Test Proctor		12.55
01531 - Travel Clerk I		8.90
01532 - Travel Clerk II		9.63
01533 - Travel Clerk III		10.16
01611 - Word Processor I		8.85
01612 - Word Processor II		9.98
01613 - Word Processor III		11.06
03000 - Automatic Data Processing Occupations		
03010 - Computer Data Librarian		8.99
03041 - Computer Operator I		10.38
03042 - Computer Operator II		12.50
03043 - Computer Operator III		15.00
03044 - Computer Operator IV		16.65
03045 - Computer Operator V		18.49
03071 - Computer Programmer I (1)		13.99

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	- Computer Programmer II (1)	17.34
	- Computer Programmer III (1)	20.87
	- Computer Programmer IV (1)	21.91
	- Computer Systems Analyst I (1)	17.56
	- Computer Systems Analyst II (1)	20.81
	- Computer Systems Analyst III (1)	23.93
	- Peripheral Equipment Operator Automotive Service Occupations	10.03
	- Automotive Body Repairer, Fiberglass	14.50
	- Automotive Glass Installer	12.76
	- Automotive Worker	12.76
	- Electrician, Automotive	13.63
	- Mobile Equipment Servicer	11.17
	- Motor Equipment Metal Mechanic	14.50
05160	- Motor Equipment Metal Worker	13.15
05190	- Motor Vehicle Mechanic	14.50
	- Motor Vehicle Mechanic Helper	10.15
	- Motor Vehicle Upholstery Worker	12.04
	- Motor Vehicle Wrecker	12.76
	- Painter, Automotive	13.63
	- Radiator Repair Specialist	12.76
	- Tire Repairer	10.79
	- Transmission Repair Specialist	14.50
	Food Preparation and Service Occupations set) - Food Service Worker	6.44
•	- Baker	11.30
	- Cook I	8.41
	- Cook II	10.23
	- Dishwasher	6.63
	- Meat Cutter	10.23
07250	- Waiter/Waitress	7.04
	Furniture Maintenance and Repair Occupations	
	- Electrostatic Spray Painter	13.63
09040	- Furniture Handler	9.68
09070	- Furniture Refinisher	13.63
	- Furniture Refinisher Helper	10.15
	- Furniture Repairer, Minor	12.04
	- Upholsterer	13.63
	General Services and Support Occupations	- 1-
	- Cleaner, Vehicles	7.15
	- Elevator Operator	7.95
	- Gardener	8.94 6.49
	- House Keeping Aid I	7.14
	- House Keeping Aid II - Janitor	7.74
	- Laborer, Grounds Maintenance	8.01
	- Maid or Houseman	6.31
	- Pest Controller	10.65
	- Refuse Collector	8.31
	- Tractor Operator	7.16
11360	- Window Cleaner	8.61
12000 -	Health Occupations	
12020	- Dental Assistant	10.93
	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.13
	- Licensed Practical Nurse I	10.88
	- Licensed Practical Nurse II	12.22
	- Licensed Practical Nurse III	13.66
	- Medical Assistant	10.97
	- Medical Laboratory Technician	12.96
	- Medical Record Clerk - Medical Record Technician	9.77 13.54
	- Medical Record Technician - Nursing Assistant I	7.27
	- Nursing Assistant I	8.17
	- Nursing Assistant III	8.92
	- Nursing Assistant IV	10.00
	- Pharmacy Technician	12.19

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12280	- Phlebotomist	11.86
	- Registered Nurse I	16.37
	- Registered Nurse II	20.02
	- Registered Nurse II, Specialist - Registered Nurse III	20.02 24.24
	- Registered Nurse III, Anesthetist	24.24
	- Registered Nurse IV	29.05
	Information and Arts Occupations	
	- Audiovisual Librarian	16.59 11.61
	- Exhibits Specialist I - Exhibits Specialist II	13.85
	- Exhibits Specialist III	17.78
13041	- Illustrator I	11.61
	- Illustrator II	13.85
	- Illustrator III - Librarian	17.78 17.82
	- Library Technician	11.35
	- Photographer I	10.46
	- Photographer II	12.49
	- Photographer III	16.02
	- Photographer IV - Photographer V	17.79 19.75
	Laundry, Dry Cleaning, Pressing and Related Occupations	13.73
	- Assembler	6.34
	- Counter Attendant	6.34
	- Dry Cleaner	7.60
	- Finisher, Flatwork, Machine - Presser, Hand	6.34 6.34
	- Presser, Machine, Drycleaning	6.34
	- Presser, Machine, Shirts	6.34
	- Presser, Machine, Wearing Apparel, Laundry	6.34
	- Sewing Machine Operator - Tailor	8.02 8.68
	- Washer, Machine	7.16
	Machine Tool Operation and Repair Occupations	, • = 0
19010	- Machine-Tool Operator (Toolroom)	13.63
	- Tool and Die Maker	16.99
	Material Handling and Packing Occupations - Fuel Distribution System Operator	14.72
	- Material Coordinator	10.23
	- Material Expediter	10.23
	- Material Handling Laborer	9.84
	- Order Filler	9.92 11.87
	- Forklift Operator - Production Line Worker (Food Processing)	10.23
	- Shipping/Receiving Clerk	11.04
	- Shipping Packer	10.19
	- Store Worker I	8.41
	- Stock Clerk (Shelf Stocker; Store Worker II) - Tools and Parts Attendant	11.44 11.13
	- Warehouse Specialist	9.85
	Mechanics and Maintenance and Repair Occupations	
	- Aircraft Mechanic	20.17
	- Aircraft Mechanic Helper	12.84
	- Aircraft Quality Control Inspector - Aircraft Servicer	19.40 15.22
	- Aircraft Worker	16.15
23100	- Appliance Mechanic	13.63
	- Bicycle Repairer	10.79
	- Cable Splicer - Carpenter, Maintenance	15.95 13.63
	- Carpet Layer	12.76
	- Electrician, Maintenance	16.55
23181	- Electronics Technician, Maintenance I	14.68
	- Electronics Technician, Maintenance II	15.94
23183	- Electronics Technician, Maintenance III	17.37

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	44 56
23260 - Fabric Worker	11.76
23290 - Fire Alarm System Mechanic 23310 - Fire Extinguisher Repairer	14.50 11.17
23340 - Fuel Distribution System Mechanic	15.79
23370 - General Maintenance Worker	13.32
23400 - Heating, Refrigeration and Air Conditioning Mechanic	14.50
23430 - Heavy Equipment Mechanic	18.13
23440 - Heavy Equipment Operator	14.50
23460 - Instrument Mechanic	16.67
23470 - Laborer	9.67
23500 - Locksmith	13.63
23530 - Machinery Maintenance Mechanic	14.50
23550 - Machinist, Maintenance 23580 - Maintenance Trades Helper	14.50 11.17
23360 - Maintenance frades Helper 23640 - Millwright	14.50
23700 - Office Appliance Repairer	13.63
23740 - Painter, Aircraft	13.63
23760 - Painter, Maintenance	13.63
23790 - Pipefitter, Maintenance	17.14
23800 - Plumber, Maintenance	16.22
23820 - Pneudraulic Systems Mechanic	14.50
23850 - Rigger	14.50
23870 – Scale Mechanic	13.15
23890 - Sheet-Metal Worker, Maintenance	14.50
23910 - Small Engine Mechanic	12.70
23930 - Telecommunication Mechanic I	14.79
23931 - Telecommunication Mechanic II 23950 - Telephone Lineman	17.64
23960 - Welder, Combination, Maintenance	16.68 14.50
23965 - Well Driller	14.50
23970 - Woodcraft Worker	14.50
23980 - Woodworker	11.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24600 - Chore Aid	6.88
24630 - Homemaker	11.98
25000 - Plant and System Operation Occupations	15 60
25010 - Boiler Tender	15.68
25040 - Sewage Plant Operator	15.68 14.50
25070 - Stationary Engineer 25190 - Ventilation Equipment Tender	11.19
25210 - Water Treatment Plant Operator	15.68
27000 - Protective Service Occupations	10.00
(not set) - Police Officer	14.75
27004 - Alarm Monitor	10.26
27006 - Corrections Officer	12.33
27010 - Court Security Officer	12.62
27040 - Detention Officer	12.62
27070 - Firefighter	12.62
27101 - Guard I	7.77
27102 - Guard II	12.48
28000 - Stevedoring/Longshoremen Occupations 28010 - Blocker and Bracer	12.60
28020 - Hatch Tender	12.60
28030 - Line Handler	12.60
28040 - Stevedore I	11.34
28050 - Stevedore II	12.88
29000 - Technical Occupations	
21150 - Graphic Artist	15.94
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.06
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	12.95
29024 - Archeological Technician II 29025 - Archeological Technician III	14.57 18.00
23023 Alcheological reclinician ili	10.00

# Page 10 of 42

20020 Good and State of the Sta	0 00
	8.00
	7.20
	6.16
	9.81 1.75
	4.02
	8.00
	0.13
	2.13
	4.48
	8.58
	2.84
	9.52
	8.00
	0.81
	4.93
<u> </u>	3.02
	8.00
	3.43
	7.25
	9.68
	3.81
•	7.92
	0.13
	8.49
29492 - Unexploded Ordnance (UXO) Technician II	2.37
29493 - Unexploded Ordnance (UXO) Technician III 2	6.81
29494 - Unexploded (UXO) Safety Escort 1	8.49
29495 - Unexploded (UXO) Sweep Personnel 1	8.49
	9.26
29621 - Weather Observer, Combined Upper Air and Surface Programs (3) 1	4.37
29622 - Weather Observer, Upper Air (3)	4.37
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver 1	0.65
31260 - Parking and Lot Attendant	6.78
	1.23
31300 - Taxi Driver	8.41
31361 - Truckdriver, Light Truck	1.23
	2.20
	4.07
31364 - Truckdriver, Tractor-Trailer 1	4.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.63
99030 - Cashier	7.05
	0.29
	1.33
	7.27
	8.63
	8.49
	9.72
	8.49
	2.20
	9.72
	1.97
	8.37
	8.82
	7.17
	9.72
	2.87
	1.70
99660 - Surveying Aide	7.93
	8.09
	7.84
	9.30
99740 - Vending Machine Repairer Helper	7.84

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS: HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174) THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156) 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work). HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay. \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in

order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*
Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate,  $\bar{\text{and}}/\text{or}$  fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows: 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate). 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work. 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4). 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request. 5) The contracting officer transmits the Wage and Hour decision to the contractor. 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### 52.000-4025 REQUIREMENT TO BID ON ALL ITEMS

Failure to submit a bid on all items may result in rejection of the bid. (End of Provision)

#### 52.000-4033 ADMINISTRATION RESPONSIBILITY

- a. The Contracting Officer is responsible for the administration of this contract, and alone, is authorized to the extent indicated in this contract to take actions on behalf of the Government which result in changes in the terms of this contract, including deviations from the specifications, details and delivery schedule.
- b. All matters pertaining to Government administration of this contract should be directed to the following address.

Directorate of Contracting ATTN: Ronald L. Yoders

Email Address: <a href="mailto:ronald.yoders@polk.army.mil">ronald.yoders@polk.army.mil</a>

Phone: *337-531-9548* PO Drawer 3918 Fort Polk, LA 71459-0918

(End of Provision)

## 52.000-4037 VEHICLE REGISTRATION, LICENSING, AND OPERATION

Contractor vehicles and Contractor personnel privately owned vehicles operated on Fort Polk shall be registered with the Vehicle Registration Section of the Installation Provost Marshal located within the building adjacent to the Consolidated In/Out Processing Center (Bldg 1830) on Louisiana Avenue between Mississippi Avenue and Alabama Avenue. Vehicles which will be used on Fort Polk for less than 90 days will receive temporary registration. Vehicles shall have a valid state inspection sticker and personnel shall submit vehicle registration, proof of insurance, and a valid driver's license at the time of registration. Identification decals shall be affixed to vehicles in accordance with instructions provided at the time of registration. The Contractor shall require terminated employees to remove decals from their vehicles. The Contractor shall collect removed decals and return the decal debris, with a Report of Contract Employee termination and Request for Cancellation of Vehicle Registration, to the Vehicle Registration Section if the vehicle that has the decal on it changes possession to another party (i.e., the vehicle is sold, traded in, etc.). The report shall include the Contractor's name, employee's name/vehicle description and be submitted within five (5) days following employee termination. (End of Provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

#### (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

verify the accuracy of the offeror's TIN.
(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of

Columbia. Check all that apply.

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to

<ol><li>Small business concern.</li></ol>	The offeror represents as	s part of its offer that it (	) is, ( ) is not a small business
concern.			

- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
(i) General. The offeror represents that either
(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It ( ) has, ( )( has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, as part of its offer, that
(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It ( ) is, ( ) is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
(d) Certifications and representations required to implement provisions of Executive Order 11246

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
(ii) It ( ) has, ( ) has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled `Buy American ActSupplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
(2) Foreign End Products:
Line Item No.:Country of Origin:
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g)(1) Buy American ActNorth American Free Trade AgreementIsraeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American ActNorth American Free Trade AgreementIsraeli Trade Act, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled `Buy American Act-North American Free Trade AgreementIsraeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--

Israeli Trade Act":

(1) Previous Contracts and Compliance. The offeror represents that-

NAFTA Country or Israeli End Products
Line Item No.:Country of Origin:
(List as necessary)
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled `Buy American ActNorth American Free Trade AgreementIsraeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
Line Item No.:Country of Origin:
(List as necessary)
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American ActNorth American Free Trade AgreementsIsraeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade Act":
Canadian End Products:
Line Item No.
(List as necessary)
(3) Buy American ActNorth American Free Trade AgreementsIsraeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade Agreement-Israeli Trade Act":
Canadian or Israeli End Products:
Line Item No.

(List as necessary)
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade, designated country, Caribbean Basin country, or NAFTA country end products.
Other End Products
Line Item No.: Country of Origin:
(List as necessary)
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that
(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( )

Country of Origin

commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with,

- (1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	· Listed Countries of Origin:
•	
•	
	•

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]
- ( )(i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### SECTION C

SEE <u>ATTACHMENT A</u> FOR SECTION C - PERFORMANCE WORK STATEMENT FOR WHOLE BASE OPERATIONS AT THE JOINT READINESS TRAINING CENTER FORT POLK, LOUISIANA. SECTION C PERFORMANCE WORK STATEMENT CAN BE FOUND AT <a href="http://www.forscom.army.mil/aacc">http://www.forscom.army.mil/aacc</a>.

SECTION C IS INCORPORATED INTO THIS CONTRACT AND MADE A PART THEREOF.

### 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 February 2004 through 31 January 2005.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE (1) SESSION, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of TOTAL ESTIMATED QUANTITY FOR THAT LINE ITEM;
- (2) Any order for a combination of items in excess of 4,000; or
- (3) A series of orders from the same ordering office within NINETY DAYS (90) that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TEN (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after DECEMBER 31, 2004 [insert date].

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 6 MONTHS.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.
  (End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 1 OCTOBER 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 1 OCTOBER 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

HTTP://WWW.ARNET.GOV/FAR HTTP://WWW.FARSITE.HILL.AF.MIL HTTP://WWW.JRTC-POLK.ARMY.MIL/DOC

(End of clause)

# 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

\_\_\_\_252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10.U.S.C. 2533a).
252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
252.225-7036 Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payment Program (MAR 1998) (Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).
_X252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(End of clause)

# STATEMENT OF WORK

#### STATEMENT OF WORK

- 1.1. SCOPE OF WORK. The purpose of this contract is to provide non-personal testing services and related administrative support. Testing Services are an integral part of the counseling process. Counseling is a primary tool used in helping people achieve personal and professional military and civilian educational goals. Counseling is directly related to both the US Army's retention/reenlistment and Army Continuing Education System (ACES) missions. A major portion of the ACES test support is provided by the Defense Activity for Non-Traditional Education Support (DANTES). Administrative support will include updating automated education records and posting test results. Testing Services are provided through the Directorate of Community and Family Activities (DCFA), Education Division, Fort Polk, Louisiana. Fort Polk has a current troop strength of over 10,101 active duty soldiers, 40 reserve component personnel, 1,317 Department of the Army civilians and 16,230 family members.
- 1.1.1. Operation Constraints. There will be no testing services provided on federal holidays. Operations will be suspended for approximately two (2) weeks during the Christmas and New Year holiday season. The Test Control Officer (TCO) or Alternate Test Control Officer (ATCO) will notify the Project Manager (PM) in writing at least 5 working days prior to a change in Test Examiner (TE) hours.
- 1.1.2. The contractors shall provide all personnel, supervision and transportation, to include transportation of Government equipment and supplies, as shall be necessary to provide the services required by this contract at the time, in the manner and place specified. Delays in entering the installation due to gate closures or vehicle searches will not be compensated for in any form by the Government. Historically, testing services have been accomplished in one facility on Fort Polk, La.
- 1.2. Testing Services shall be delivered in one-hour sessions and will normally be conducted Monday through Friday from 0800-1200 and 1230-1630. TE sessions will begin at 0745 for assembly of materials for the first testing session each day. There shall be no testing prior to 0700 nor after 1800 on any scheduled workday.

### 1.3. EXCLUSIONS TO THE SCOPE OF WORK

- 1.3.1. Contract employees shall not counsel, advise, recommend or suggest to any soldier that they can enroll in, attend, sign up for or matriculate in any course of instruction, program of instruction or testing activity outside the scope of this contract.
- 1.3.2. Liaison and outreach to the military and civilian community are functions of AG, Education Division.
- 1.3.3. The contractor is liable for payment of all expenses if attendance at workshops or conferences is required during the term of the contract.
- 1.3.4. If the person who is providing services for ACES Testing Contract is the same, any subdivision of, subcontractor to, or in any way related to the contractor delivering Basic Skills Education Program (BSEP)/Functional Academic Skills Training (FAST), the person must work under the following restrictions: 1) can not be an Examiner or Project Manager, 2) Can not

have access to the safe, 3) can not administer the Armed Forces Classification Test.

#### 1.4. PERSONNEL

- 1.4.1. The contractor shall provide personnel to operate testing services and administrative support described in this contract. Additionally, the contractor shall provide substitute personnel as required for the services described in this contract.
- 1.4.2. The contractor shall be responsible for the competence of its employees. The contractor shall not use untrained personnel. The contractor shall be fully staffed and operational on the contract start date.
- 1.4.3. The contractor shall provide a PM during hours in which testing services are being provided. The PM shall have the authority to bind and/or ensure compliance with all provisions of the contract, accomplish quality control, and shall be responsible for collecting, reviewing and preparing administrative/management reports to include those listed at C.5.4..
- 1.4.4. The PM shall be available to meet routinely with the Education Services Officer (ESO), TCO, ATCO to discuss matters of mutual interests and to update available training support material.
- 1.4.5. The contractor shall designate a person to substitute for the PM during any absence. The substitute shall have the same or equivalent authority and qualifications as the PM.
- 1.4.6. The contractor shall provide a list of all employees and their qualifications to the Contracting Officer not later than 10 working days after contract start date. The Contracting Officer shall be notified in writing of employee changes within five working days of the change.
- 1.4.7. The Government will process the contractor's employees for a National Agency Check (NAC). The Security Division, Directorate of Plans, Training, Mobilization and Security (DPTMS) will fingerprint contractor employees and forward the NACs to the Defense Investigative Services (DIS). This will be an investigation ONLY for contract personnel to have access to government computers, Local Area Network (LAN), email, the INTERNET, and information system databases such as EDMIS to perform their work. Security Training for LAN, EDMIS, and computer use will be provided.
- 1.4.8. The contractor shall process information in accordance with Army Regulation 340-21, The Army Privacy Program.
- 1.4.9. Regulations. The contractors shall adhere to all Government policies rules, regulations, directives, and requirements relating to law and order, dress codes, administration, and security applicable to contractor personnel. (See C.6).
- 1.4.10. Use of Drugs/Alcohol. The contractor shall not allow any employee who is under the influence of alcohol or incapacitating drugs to perform work. The contractor shall not be relieved of responsibility for providing services required by the terms of this contract because an employee is under the influence of alcohol or drugs.
- 1.4.11. The contractor shall provide and maintain written personnel policies, training policies, qualifications standards, job descriptions, an employee evaluation system and current salary scales for the employees. These

documents shall be filed in the PM's office and shall be made available to the Contracting Officer or Quality Assurance Specialist (QAS) upon request.

- 1.4.12. The contractor's PM shall maintain employee files, which contain the documentation of qualifications. The minimum personnel qualification requirements are as follows:
- 1.4.12.1. Project Manager. The PM shall possess the same qualifications as test examiners, plus four years experience in administration/management or equivalent experience, working with the public, using telephone courtesy, and preparing office correspondence. A NAC is required for this position. A PM is a TE.
- 1.4.12.2. Test Examiner. A TE shall possess a baccalaureate degree from an accredited institution. The TE shall have two years experience in giving instructions and administering tests, working with the public and using telephone courtesy. The TE shall have the ability to type test calendars, schedules, record scores, answer correspondence, screen General Technical scores (GT) to schedule soldiers for the test of Basic Adult Education (TABE), and post test results to automated records (EDMIS) prepare and file a variety of test-related documents. A NAC is required for this position.
- 1.4.13. Employee badges. Contractor shall furnish each employee with a badge, to be worn conspicuously on the outer clothing at all times while working of Fort Polk. The badge shall contain, as a minimum: company name, employee's name and a recent photograph.
- 1.4.14. TRAINING OF CONTRACTOR PERSONNEL.
- 1.4.14.1. Prior to commencement of contract performance, the Government will provide the contractor an initial orientation of Army procedures and the Army Education Center Testing facilities.
- 1.4.14.2. Developmental and Sustainment Training. The contractor shall conduct adequate developmental and sustainment employee training sessions, as required, for all employees, to include any replacement or new personnel.
- 1.4.14.3. Military Courtesy. Contractor personnel shall be required to observe the same military courtesies as civilian employees of the Government, as specified in Army Regulation 600-25 (e.g., standing retreat).
- 1.4.14.4 Orientation. Familiarization shall be provided as part of employee orientation.
- 1.4.14. The contractor shall require all employees to dress neatly and appropriately for an office environment and provide helpful services to patrons.
- 1.4.16. The contractor shall maintain a quiet, orderly testing facility during test administration. The contractor shall notify the TCO or ATCO within five (5) minutes of any examinee behavior detrimental to concentration of other examinees.
- 1.4.17. The contractor shall not discipline examinees.
- 1.5. OUALITY CONTROL.
- 1.5.1. The contractor shall develop and follow a Quality Control Plan (QCP) which ensures that all requirements of the contract are provided as specified.

This plan shall be delivered to the Contracting Officer no later than fifteen (15) days after contract ward. The Contracting Officer will either approve the QCP or return it to the contractor for revision. The Contractor shall revise the QCP as determined necessary by the Contracting Office and return it within ten (10) days after receipt. Subsequent changes shall be submitted to the Contracting Officer for approval prior to implementation.

- 1.5.2. The basic tenet of the QCP is that the contractor is responsible for quality control. All methods, procedures and forms shall support this concept. The QCP shall be a comprehensive program to plan and deliver to the Government a quality product. It shall include, but not be limited to the following general features:
- 1.5.2.1. A quality inspection system governing the services and reporting requirements cited in paragraph 5.4. It shall specify areas and services to be inspected on either a scheduled or unscheduled basis and the manner in which the inspections are to be conducted.
- 1.5.2.2. A method for identifying deficiencies in the quality of services performed before the Acceptable Quality Level (AQL) is exceeded.
- 1.5.2.3. Methods of documenting and enforcing quality control operations.
- 1.5.2.4. Methods of direct and indirect communication with the Government regarding performance of the contract to include but not limited to: reporting of corrective action resulting from customer complaints, QAS evaluations and student course evaluations sheets; regular and formal meetings with the Contracting Officer and authorized Government representatives and informal communications.
- 1.5.2.5. A customer complaint system. This system shall describe how commanders, students, or other interested parties may identify problem areas and situations to the contracting Officer. Procedures for publicizing the system, distributing forms, investigating complaints, documentation of findings and reporting actions taken to the Contracting Officer shall be included.
- 1.5.3. The contractor shall perform quality control in accordance with the approved QCP. A file of all inspections conducted by the contractor and the corrective action taken shall be maintained and made available to the Government upon request.
- 1.5.3.1. Records generated during execution of the QCP shall be retained by the contractor for the term of the contract, including any option years or extensions. These current and inactive files become Government property upon completion of this contract.
- 1.5.3.2. Upon receipt of a Contract Discrepancy Report (CDR), the contractor shall respond to the Contracting Officer within two (2) workdays by completing the CDR and providing a written explanation stating why the performance was unsatisfactory, how the performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.
- 1.6. INSPECTIONS AND AUDITS. The contractor shall cooperate and provide assistance, information, samples and documents requested by authorized Government representatives from activities such as, but not limited to, United States Army Audit Agency, Inspector General, and the Department of Defense during inspections and audits which may be conducted without prior notice.

Only the TCO, ATCO, or TE may have access to controlled testing materials. The Inspector conducting annual inspections accesses the DANTES security container only to identify the condition of exams. The contractor shall promptly notify the ESO, TCO, or ATCO upon arrival of unannounced visitors.

#### 2. DEFINIITONS AND BREVITY CODES

- 2.1. DEFINITIONS. As used throughout the contract or material referenced in the contract the following terms shall have the meanings set forth below.
- 2.1.1. ACCEPTABLE QUALITY LEVEL (AQL). The number of defects that can be considered satisfactory on the average. The allowable leeway or variance from a standard before the Government will reject a specific service.
- 2.1.2. ALTERNATE TEST CONTROL OFFICER (ATCO). A Department of the army Civilian (DAC) administrator in charge of the test center in the absence of the TCO.
- 2.1.3. ARMED FORCES CLASSIFICATION TEST (AFCT). A battery of tests used by the military services for classification actions. The in-service version of ASVAB.
- 2.1.4. ARMED SERVICES VOCATONAL APTITUDE BATTERY (ASVAB). A multiple aptitude test used by the military services to determine qualifications for enlistment and for classifying recruits into skills training.
- 2.1.5. ARMY CONTINUING EDUCATION SYSTEM (ACES). A system of counseling testing and teaching activities designed to enhance personal and professional development of soldiers. ACES is the responsibility of the post commander, who delegates the operational control to the Education Services Officer. ACES is administered by government employees or contract personnel, using civilian educational institutions to provide instructional activities under contract.
- 2.1.6. ARMY EDUCATION CENTER (ACE). Local installation/community facility for administering/managing the ACES programs and services. The officers, classrooms and building on the Army post, in which ACES services and programs are made available to soldiers.
- 2.1.7. ARMY LEARNING CENTER (ALC). A self-developmental facility for administering and managing ACES programs and services. The offices, classrooms and buildings on the Army post in which ACES services and programs are made available to soldiers.
- 2.1.8. ARMY PERSONNEL TESTS (APT). Tests used by the Army for personnel selection, classification, assignment and utilization to ensure more efficient use of personnel resources.
- 2.1.9. BASIC NON-COMMISSIONED OFFICERS COURSE (BNCOC). A course designed for selected personnel with basic leadership skills, military subjects and communication skills for effective supervision of specific military occupational specialty (MOS) tracks.
- 2.1.10. EDUCATION SERVICES OFFICER (ESO). Manager of an Army Education Center and representative of the Garrison Commander for all ACES programs on post.
- 2.1.11. CLASS "A2" TELEPHONE SERVICE. Telephone service limited to an on-post, local area and AUTOVON capabilities.

- 2.1.12. CONTRACTING OFFICER (KO). A person duly appointed with the authority to enter into and administer contacts on behalf of the Government.
- 2.1.13. COUNSELOR. A Department of the Army Civilian or a contract person in a similar position, assigned to the AEC who counsels military and civilian personnel authorized to use AEC services.
- 2.1.14. DANTES EXAMINATION PROGRAM HANDBOOK (DEPH), DOD 1322. A handbook that provides administrative policies and procedures to establish, operate and manage a DANTES testing center.
- 2.1.15. DEFENSE ACTIVITIY FOR NON-TRADITIONAL EDUCATON SUPORT (DANTES). An education activity, which provides testing, certification and guidance support to the voluntary education programs of all military services.
- 2.1.16. DEPARTMENT OF THE ARMY CIVILIAN (DAC). A Civil Service employee.
- 2.1.17. EDUCATION MANAGEMENT INFORMATION SYSTEM (EDMIS). Automated system of soldiers' education records.
- 2.1.18 EXAMINEE. A person, military or civilian, authorized to be tested at an AEC test center who has been identified as needing testing, or is being tested, or has completed testing and is awaiting results.
- 2.1.19. BASIC SKILLS EDUCATION PROGRAM (BSEP). An on-duty program designed to promote GT improvement, retention and reenlistment options and improve job performance.
- 2.1.20. GENERAL EDUCATION DEVELOPMENT (GED). A battery of five equivalency tests which were designed to measure the high school level of military personnel who are non high school graduates.
- 2.1.21. NON-COMMISSIONED OFFICER (NCO). An enlisted person of any of the various grades in the Armed Forces, as in the US Army, from corporal to sergeant major.
- 2.1.22. NON-COMMISSIONED OFFICERS EDUCATION SYSTEM (NCOES). An integrated system of resident training, self-study and on-the-job experience which provides job-related training for Non-Commissioned officers (NCO) and specialists throughout their careers.
- 2.1.23. PROJECT MANAGER (PM). An individual designated by the contractor to fulfill the terms of the Testing Services contract. This individual will recruit, train, supervise and monitor performance of contractor employees, maintain statistical data, prepare reports, provide in-service training and maintain quality control, and project a proactive/positive attitude toward the field of education/testing.
- 2.1.24. PROPER INVOICE. A proper invoice contains the following items: Name and address of the contractor; contract line item number (CLIN); description; quantity; unit of measure; unit price; and extended price of services performed; payment terms (prompt payment discount terms); name and address of the contract official to whom payment is to be sent (must be the same as that in the contract or on a proper notice assignment); name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

- 2.1.25. QUALITY ASSURANCE (QA). Those actions taken by the Government to check goods or services furnished by a contractor to determine if they meet the requirements of the contract.
- 2.1.26. QUALITY ASSURANCE REPRESENTATIVE (QAS). A government representative who performs surveillance of Government contracts.
- 2.1.29. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). A plan used by the Government to determine whether or not the contractor is performing at an acceptable level.
- $2.1.30.\,$  QUALITY CONTROL PLAN (QCP). Plan developed by the contractor and approved by the Government used to ensure acceptable contract performance by the contractor.
- $2.1.31.\,$  QUALITY CONTROL (QC). Those actions taken by a contractor to control the production of goods or services so that they will meet the requirements of the contract.
- 2.1.32. SESSION. One hour of services provided by one Test Examiner.
- 2.1.33. STANDARD OPERATING PROCEDURES (SOP). A written directive establishing and prescribing policies and procedures required to be followed in the operation of a program, military organization or facility.
- 2.1.34. TEST OF ADULT BASIS EDUCATION (TABE). A written diagnostic test to measure an individual's performance in the skills areas of reading, mathematical computation and language usage. Performance is expressed in terms of academic grade level, i.e., 5.0 through 12.9. The TABE is used to determine BSEP eligibility, BSEP completion and eligibility for NCOES.
- 2.1.35. TEST CONTROL OFFICER (TCO). The primary DAC administrator in charge of the test center who is appointed by the installation commander on written orders.
- 2.1.36. TEST EXAMINER (TE). An individual employed by the contractor to perform duties and responsibilities applicable to test examination procedures as referenced in paragraph C.6, and those duties and responsibilities for all other test activities germane to the test center where the services of this contract will be delivered.
- 2.1.37. TESTING CENTER. A facility established on a military installation to administer examinations by hard copy (paper) or computer. The Fort Polk education center is both a DANTES and Army Personnel Testing (APT) center.
- 2.2. BREVITY CODES. As used throughout the contract or in the material referenced in the contract, the following abbreviations refer to the corresponding terms as set forth below.
- 2.2.1. ACES: Army Continuing Education System
- 2.2.2. AEC: Army Education Center
- 2.2.3. AFCT: Armed Forces Classification Test
- 2.2.4. APT: Army Personnel Test
- 2.2.5. ASVAB: Armed Forces Vocational Aptitude Battery.

- 2.2.6. ALC: Army Learning Center
- 2.2.7. AQL: Acceptable Quality Level
- 2.2.8. ATCO: Alternate Test Control Officer
- 2.2.9. BNCOC: Basic Non-Commissioned Officers Course
- 2.2.10 BSEP: Basic Skills Education Program
- 2.2.11. CDR: Contract Discrepancy Report
- 2.2.12. CLIN: Contract Line Item Number
- 2.2.13. COR: Contracting Officer Representative
- 2.2.14. DAC: Department of the Army Civilian
- 2.2.15. DCFA: Directorate of Community and Family Activities
- 2.2.16. DEPH: DANTES Examination Program Handbook
- 2.2.17. DANTES: Defense Activity for Non-Traditional Education Support
- 2.2.18. DIS: Defense Investigative Service
- 2.2.19. DPTMS: Directorate of Plans, Training, Mobilization and Security
- 2.2.20. EDMIS: Education Management Information System
- 2.2.21. ESO: Education Services Officer
- 2.2.22. ETS: Education Testing Service
- 2.2.23. FAST: Functional Academic Skills Training
- 2.2.2.4. GED: General Education Development
- 2.2.25. GFP: Government Furnished Property
- 2.2.26. GT: General Technical Score
- 2.2.27. KO: Contracting Officer
- 2.2.28. NAC: National Agency Check
- 2.2.29. NCO: Non-Commissioned Officer
- 2.2.30. NCOES: Non-Commissioned Officers Education System
- 2.2.31. PM: Project Manager
- 2.2.32. PWS: Performance Work Statement
- 2.2.33. QA: Quality Assurance
- 2.2.34. QAS: Quality Assurance Specialist
- 2.2.35. QASP: Quality Assurance Surveillance Plan

- 2.2.36. QCP: Quality Control Plan
- 2.2.37. QC: Quality Control
- 2.2.38. SOP: Standard Operating Procedures
- 2.2.39. TABE: Test of Adult Basic Education
- 2.2.40. TCO: Test Control Officer
- 2.2.41. TE: Test Examiner
- 2.2.42. TSD: Training Support Division
- 3. GOVERNMENT FURNISHED PROPERTY AND SERVICES
- 3.1. The Government will provide all expendable supplies, forms and publications necessary to fulfill the contract. The contractors shall be responsible for posting all changes and otherwise updating publications.
- 3.2. The Government will provide testing facilities and office space for use by the contractor. Office space provided will be available for use by the contractor only during normal duty hours (7:45a.m. 4:30 p.m., Monday through Friday).
- 3.3. The Government will provide utilities to include lights, water, heat, air conditioning and class "A2" telephone service.
- 3.4. The Government will provide all testing materials, answer sheets, test booklets, pencils, timers, and computers.
- 3.5. The Government will provide access to computers, electronic information systems such as EDMIS, and electronic mail and the internet to address inquiries and receive current information.
- 3.6. The Government will provide furniture and equipment listed in Attachment 1.
- 3.6.1. Prior to contractor performance of the base period and each option period, representatives of the Government and the contractor shall conduct a joint inventory to include a visual and functional inspection of Government furnished property listed in Attachment 1. If the inventory and inspection identify any discrepancies of quantity or the Government's representation of condition, usability and suitability, the contractor shall inform the Contracting Officer. Discrepancies shall be processed pursuant to the Government Property clause of this contract. Upon contract termination, another inventory/inspection shall be conducted in the same manner. If the contractor declines to participate in either of these inventories and inspections, the findings of the Government will be binding on the contractor.
- 3.6.2. The contractor shall secure Government-furnished property to minimize the potential for loss and pilferage.
- 3.7. The Government will designate a representative to provide an orientation to the contractor regarding the facilities, the Army Education Center, Army procedures and other pertinent topics prior to the start of contact performance. The orientation will include testing materials and administrative procedures and regulations.

- 3.8. The Government will provide audiovisual equipment, as available, for contractor use on a temporary loan basis.
- 3.9. The Government will provide access to a copy machine for contractor use in the performance of this contract.
- 3.10. Government property and services furnished or made available under this contract shall be used only for the performance of services required by this contract. Property furnished shall not be moved from one area to another without the prior approval of the ESO.

#### 4. CONTRACTOR FURNISHED PROPERTY AND SERVICES

- 4.1. The Contractor shall provide all supplies, equipment, and services needed to fulfill the requirements of this contract, that are not furnished by the Government. The contractor shall secure all contractor furnished property to the extent necessary to preclude loss and pilferage.
- 4.2. Contractor shall furnish custodial services for administrative office space used by its employees.
- 5. ADMINISTRATIVE TASKS TO BE PERFORMED.
- 5.1. The contractor shall follow Standard Operating Procedures (SOP) referred in paragraph 6.26
- 5.2. The contractor shall shred (within the presence of TCO or ATCO), mutilate or destroy uncontrolled materials and answer sheets that are not required to be returned to the office of origin.
- 5.3. THE CONTRACTOR SHALL PROVIDE THE FOLLOWING TESTING SERVICES;
- 5.3.1. Receipt, administration, scoring, secure handling accountability mailing of APT and DANTES tests in accordance with AR 611-5, DEPH and other applicable regulations.
- 5.3.2. Administration and scoring of the TABE and other tests in support of the BSEP program.
- 5.3.3. Preparation of soldier's score reports, i.e., EDMIS test score print out (Attachment 2) DD Form 330, Language Proficiency Questionnaire (Attachment 3).
- 5.3.4. Posting test scores via computer (EDMIS) to soldier's automated DA Form 669, Education Development Record.
- 5.3.5. Development, preparation and submission of testing center calendar/schedule (Attachment 4) to the TCO or ATCO for approval. Testing calendars/schedules must be reconciled against the DANTES Testing Homepage before submission.
- 5.3.6. Inventory control of testing materials in accordance with DEPH, AR 611-5 and AR 735-11.
- 5.3.7. Maintenance of DANTES and APT report files.
- 5.3.8. Answering written, electronic, and telephonic inquiries concerning scores, schedules and procedures.

- 5.3.9. Provide examination services in accordance with DEPH and AR 611.5 to active duty service members, reserve component personnel, retired military members, adult family members of active duty personnel and DOD civilians.
- 5.3.10. Provide a TE to administer all controlled examinations. Controlled examinations are those, which may be administered only by a duly appointed TCO, ATCO, or TE. Controlled examinations include all APT, college and certification examinations and all examinations furnished by DANTES except TABE.
- 5.3.11. Provide TE to administer uncontrolled test in support of BSEP, which include TABE, pre and post GT predictors and BNCOC math examinations.
- 5.3.12. ENSURE THAT THE TE, IAW DEPH:
- 5.3.12.1. Prepares orders for DANTES and APT examinations for TCO and ATCO signature in accordance with DEPH, and AR 611-5.
- 5.3.12.2. Verifies orders for DANTES materials completed by the TCO or ATCO, mails orders and retains a copy of orders until the materials arrive.
- 5.3.12.3. Upon receipt of, and before storing examinations, checks the package contents to account for all examinations by test title and booklet serial number. The TCO or ATCO will be present to open and verify the package contents. If the contents are correct as listed on the shipping documents, the TE shall deliver the document to the TCO or ATCO for signature, prior to returning the receipt to the shipper.
- 5.3.12.4. Enters the new test number(s) and booklet serial number(s) into the Test Inventory Program. Monthly hand copies of the Test Inventory Log shall be kept on file for a minimum of one year.
- 5.3.12.5. Conducts a page check on each unsealed examination booklet before the examinations are stored in the safe. The seal on sealed booklets shall not be broken until examination administration, at which time a page check shall be conducted. Enters the results of page check on DD Form 1572, DANTES Daily Test Log. Notifies the TCO or ATCO immediately of any irregularities in the examination booklets.
- 5.3.12.6. Verifies that all returned examination materials are identified on the DANTES Form 1560/14. The TE shall complete all sections of the form including the reverse side. The form is prepared in triplicate. The original and 1 copy are mailed with the examination materials, the third copy is retained at the testing center. Prior to submitting the DANTES Form 1560/14 to the TCO or ATCO for signature, the TE shall compare the contents of the package with entries made on the DANTES Form 1560/14 to ensure that all examination materials are enclosed in the package and listed on the form. When the package of examination materials has been received and verified at the activity, the original copy of the DANTES Form 1560/14 will be returned to the testing center for filing. TE shall retain all original copies of Form 1560/14 for one year.
- 5.3.12.7 Returns non-stockable examinations administered in conjunction with a specific published testing timetable to the contractor immediately after administration.
- 5.3.12.8. Returns completed answer sheets to the Education Testing Service (ETS) or other appropriate testing contractors as soon as possible after the examination administration date. If an examinee has scheduled appointments to

- complete the entire battery, the answer sheets are mailed immediately after completion of the last test.
- 5.3.12.9. Secures examination booklets that are not returned to ETS on the examination administration date by locking them in a safe or security container. Examinations shall not be left unattended even when packaged and ready for mailing.
- 5.3.12.10. Double-wraps all packages containing examinations and answer sheets that are to mailed from the testing center, marks inside envelope "TO BE OPENED BY AUTHORIZED DANTES TEST PERSONNEL", and prepares packages to be sent via certified mail to ETS or other appropriate examination activity.
- 5.3.13. SAFEGUARDS EXAMINATIONS ACCORDING TO THE FOLLOWING:
- 5.3.13.1. Conducts inventories and a page check of all unsealed examinations received before storing examinations in the safe. The safe is provided by the AEC for this purpose.
- 5.3.13.2. DANTES examinations are never destroyed at the testing center. Examinations shall not be transferred or loaned to other DANTES testing centers. Examinations or examinations parts cannot be copied or reproduced.
- 5.3.13.3. Only authorized personnel shall have access to the DANTES examinations and to the safe where examinations are stored. Only examinations shall be kept in the safe. Lock and combination changes shall be in accordance with service regulations governing controlled materials and the DANTES program. Each time the safe is opened, the TE shall initial the SF Form 702, Security Container Check Sheet located on the side or front of the safe. The entry on the sheet shall include the date and time the safe is opened, initial of the TE, date and time the safe is locked, initial of the checker and date and time safe is checked.
- 5.3.14. ADMINISTERS EXAMINATIONS ACCORDING TO THE FOLLOWING:
- 5.3.14.1. The TCO or ATCO will be responsible for ordering, receiving, administering, safeguarding and returning exams, for reporting suspected test losses/compromises and for maintaining a supply of necessary DANTES examination program support materials such as forms, pamphlets and booklets about examinations, etc.
- 5.3.14.2. The Government will select and schedule all examinations. No examinations shall be administered without proper authorization: Counselor referral sheet (Attachment 5), DA Form 4187 (Attachment 6), Request for Personnel Action, Test Referral from the Instructional Services contractor (Attachment 7) for BSEP for approval of TCO or ATCO.
- 5.3.14.3. The TE shall be familiar with the policies and procedures in the DEPH, AR 611-5 and the applicable examiner's manual prior to administering an examination.
- 5.3.14.4. The TE shall ensure that all examinees present official photo identification before allowing them to take an examination.
- 5.3.14.5. The TE shall ensure that the test log, DD Form 1572 is properly completed to document all examination administrations.
- 5.3.14.6. The TE shall give an orientation to examinees explaining examination procedures.

- 5.3.14.7. The TE shall distribute and collect examination booklets, answer sheets, pencils, erasers and scratch paper to examinees.
- 5.3.14.8. The TE shall make a page check of each used exam booklet when the booklet is returned by the examinee, in the presence of the examinee and noted on the DD Form 1572, Test Log.
- 5.3.14.9. The TE shall review the completed answer sheet in the presence of the examinee to insure that it is properly completed and enter the time that the examination and answer sheet are returned on the DD Form 1572, Test Log.
- 5.3.14.10. The TE shall monitor all examination sessions constantly. An additional TE shall assist when fifteen (15) or more examinees are taking examinations. TEs shall walk quietly around the room during the examination period to deter improper conduct. At no time shall examinees be left unattended.
- 5.3.15. PERFORMS ADMINISTRATIVE ACTIONS ACCORDING TO THE FOLLOWING:
- 5.3.15.1. Visually monitor examination room(s), observe examinees and report any possible violation of security, test instructions or compromise to the TCO.
- 5.3.15.2. Assemble and issue non-DANTES test materials and supplies to properly identified examinees, and give oral examination instructions to individuals or groups as required and authorized by the test publisher, DANTES, TCO or the ATCO.
- 5.3.15.3. Collect and inspect non-DANTES examination booklets and materials after completion of the examination.
- 5.3.15.4. Administer TABE and BNCOC math examinations to individuals enrolling in or completing BSEP classes or others identified by the Government as requiring testing. Administration shall include ensuring that the test log is completed properly, distributing examination materials and supplies, reading directions when required, maintaining security and maintaining an atmosphere conducive to maximum test performance.
- 5.3.15.5. Accurately hand score answer sheets for TABE, BNCOC and GT pre and post predictor examinations using the appropriate scoring key (AFAST, AFCT, DLPT, DLAB).
- 5.3.15.6. Post examination results to the Automated Education Records (DA Form 669) on EDMIS, or other authorized forms and forward them to TCO or ATCO. For examinations administered at the request of the contract instructor, a copy of the test referral form with test scores (Attachment 7) will be given to the examinee to hand-carry to the instructor.
- 5.3.15.8. The TE shall provide at the end of the twelve-month period, beginning at the contract start date, the Test Log, to the Contracting Officer or designated representative. The AG, Education Division, Fort Polk, LA will maintain the files for the Government. DANTES form 1560/14, the certified/registered mail receipts, the Test Inventory Log, DD Form 1996 and SF Form 702, Security Container Check Sheet, are kept on file for at least one (1) year.
- 5.4. REPORTS.

- 5.4.1. The contractor shall prepare and sign the annual report "DOD Property in the Custody of Contractors", DD Form 1662 concurrently with TCO or ATCO. The information on the report shall be current as of 30 September of each year and shall be submitted to the Contracting Officer no later than the  $5^{\rm th}$  working day of October.
- 5.4.2. DAILY REPORTS.
- 5.4.2.1. The contractor shall submit by COB daily, a manpower roster for the next scheduled sessions listing names of each Test Proctor, and Test Examiner, including substitutes in these positions. The manpower roster shall be delivered to the OAS.
- $5.4.2.2.\,$  The contractor shall deliver to the examinee, within 24 hours, Soldiers' score reports for APT.
- 5.4.3. MONTHLY REPORTS.

The contractor shall furnish reports in paragraph 5.4.3.1. and 5.4.3.2. to the TCO or ATCO not later than the third working day of the following month. Report periods shall include the first of each month through the end of the month.

- 5.4.3.1. The contractor shall furnish the monthly reports shown at Attachment 9. Data to be furnished include the number and types of tests administered, the number of active duty soldiers, reserve component personnel, military members of other services, family members of active duty service members, DOD civilians and other civilians tested.
- 5.4.3.2. The contractor will be furnished an initial testing calendar/schedule (Attachment 5) to cover the first 60 days of contract performance. Thereafter, the contractor shall furnish a testing calendar/schedule for TCO or ATCO approval 60 days prior to the scheduled month, e.g., the testing calendar/schedule for the month of November shall be furnished no later than 31 August; the testing calendar/schedule for December shall be furnished no later than 30 September. The testing calendar/schedule shall include DANTES and APT tests including those that are non-stockable.

### 5.4.4. QUARTERLY REPORTS

The contractor shall provide the following reports each calendar quarter:

- 5.4.4.1. DANTES Test Inventory Report, DANTES Form 1560/12. The DANTES Form 1560/12 shall be generated from the DANTES Test Inventory Program, given to the TCO or ATCO for approval and signature and dispatched to the appropriate command. The report shall be provided not later than the 5th working day after the end of the quarter.
- 5.4.4.2 The contractor shall provide a quarterly roll-up of the monthly reports required by paragraph 5.4.3.1 not later than the third working day of the month following the beginning of the quarter.
- 5.4.4.3. The Army Personnel Test (APT) Semiannual Report is due every six (6) months (1-30 November and 1-31 May).
- 5.4.4.4. The contractor shall provide other pertinent data requested by the Contracting Officer to support the Government. Each of these requests will have a reasonable response time requirement imposed on the contractor.
- 6. APPLICABLE PUBLICATIONS.

- 6.1. Documents applicable to the Performance Work Statement (PWS) are listed in this section. The documents are listed as advisory (A) or mandatory (M). The contractor shall follow the mandatory documents to the extent required in the PWS. Publications will be made available by the Government. Supplements and amendments to these publications shall be considered to be effective immediately upon the effective date of the publication or upon receipt. Publications will remain the property of the Government.
- 6.2. Other Pertinent Instructions. Other Government documents are issued in the form of changes or messages from time to time, which alter, change, or otherwise modify existing procedures or initiate new procedures; these instructions shall also be considered in full force and effect upon the effective date of the publication or upon receipt. Publications may be viewed at Building 1501, 531-2274.

# ARMY REGULATION ADVISORY/MANDATORY

6.1.	AR 190-51 Security of Army Property at Unit and Installation Level	А
6.2.	AR 340-21 The Army Privacy Program	М
6.3	AR 350-20 management of the Defense language Program	М
6.4.	AR 380-5 Department of the Army Information Security Program	A
6.5.	AR 604-5 Personnel Security Program	A
6.6.	AR 600-50 Standards of Conduct	М
6.7	AR 601-210 Regular Army and Army Reserve Enlistment Program	A
6.8	AR 601-280 Army Reenlistment Program	A
6.9	AR 601-222 Armed Services Military Personnel Accession Testing Program	М
6.10.	AR 611-5 Army Personnel Selection and Classification Testing	М
6.11.	AR 611-6 Army Linguist Program A	
6.12	AR 611-21 Military Occupatioinal Classification and Structure	А
6.13	AR 611-110 Selection and Training of Army Aviation	A
6.14.	AR 614-200 Enlisted Assignments and Utilization Management	А
6.15.	AR 621-5 Army Continuing Education System	М
6.16.	AR 735-5 Basic Policies and Procedures for Property	А

## Accountibility

6.17.	DA PAM 611-15 Army Analysis Test, (Administration Manual)	M
6. 18.	DA PAM 611-16 Handbook of Army Personnel Test General Management In-Basket: Administration Instructions for Test Control Officer.	M
6.19.	DA PAM 611-126 Typing	М
6.20.	DA PAM 611-256 AFAST Administration Manual	М
6.21.	DA PAM 611-256-1 AFAST Scoring Manual	М
6.22.	DA PAM 611-300 (1969), DLPT 1.	М
6.23.	DANTES Bulletins Current	М
6.24.	DOD 1304.12J2, dated 1 Jan 90, AFCT	М
6.25.	DOD 1322.BH, DANTES Examination Program Handbook	Μ
6.26.	DLI Pam 611-3-1 Defense Language Proficiency Test III  Test Administration Manual,  Speaking, Listening, & Reading	М
6.27.	DLI Pam 611-4, Defense Language Proficiency Test IV  Test Administration Manual,  Speaking, Listening, & Reading	М
6.28.	Functional Academic Skills Training (FAST) SOP.	М
6.29.	Testing SOP	М

# **ATTACHMENTS**

ATTACHMENTS 1 THROUGH 9 CAN BE DOWNLOADED AT <u>WWW.JRTC-POLK.ARMY.MIL/DOC</u>

# **BID SUBMISSION**

Bids shall be submitted to:

USA CONTRACTING AGENCY SOUTHERN REGION FORT POLK, DIRECTORATE OF CONTRACTING 1868 FIFTEENTH STREET PO DRAWER 3918 FORT POLK LA 71459-0918

not later than the exact time set for opening of bids.